



PAT-1102

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of
ZHENG

) Art Unit: 3635
)
)

Serial No.: 08/639,530

) Examiner: R. Canfield
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)

Filing Date: May 1, 1996

For: Collapsible Shade Structure
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Assistant Commissioner for Patents
Washington, DC 20231

TERMINAL DISCLAIMER (37 CFR 1.321)

Petitioner, Patent Category Corporation, a California corporation with principal offices at 3825 N. Lemon Ave., #189, Walnut, CA 91789-2344 in the State of California, represents that it is the assignee of the entire right, title and interest in and to the inventions disclosed in the following applications:

1. the present application serial no: 08/639,530;
2. Serial No. 024,690, filed on March 1, 1993, now U.S. Patent No. 5,467,794, entitled "Collapsible Shade Structure", as evidenced by Assignment recorded on August 11, 1997, in the United States Patent and Trademark Office, at Reel 8639, Frames 0911 et seq. (7 pages);
3. Serial No. 529,552, filed on September 18, 1995, now U.S. Patent No. 5,579,799, entitled "Collapsible Shade Structure", as evidenced by Assignment recorded on August 11, 1997, in the United States Patent and Trademark Office, at Reel 8639, Frames 0911 et seq. (7 pages); and
4. Serial No. 859,876, filed on May 21, 1997, now U.S. Patent No. 5,816,279, entitled "Collapsible Play Structures", which is a division of Serial No. 627,875 (filed April 3, 1996), now U.S. Patent No. 5,664,596, which is in turn a continuation of Serial No. 281,369 (filed July 27, 1994), now U.S. Patent No. 5,560,385, as evidenced by Assignment recorded on August 11, 1997, in the United States Patent and Trademark Office, at Reel 8639, Frames 0911 et seq.

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(7 pages).

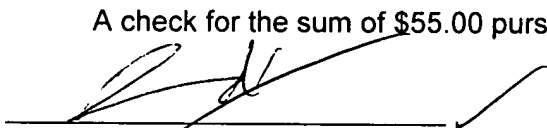
Petitioner hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration dates of United States Patent Nos. 5,467,794, 5,579,799 and 5,816,279, and which are commonly owned by Petitioner. Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent Nos. 5,467,794, 5,579,799 and 5,816,279, this Agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any of United States Patent Nos. 5,467,794, 5,579,799 and 5,816,279, in the event that any such patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

In accordance with 37 CFR 3.73, the undersigned hereby certifies that the evidentiary documents with respect to ownership have been reviewed and that, to the best of the undersigned's knowledge and belief, title is in the petitioner seeking to take this action.

FEE PAYMENT

A check for the sum of \$55.00 pursuant to 37 CFR 1.20(d) is enclosed herewith.



Raymond Suh
Attorney for Applicant

Dated: January 10, 2002

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